

EDGAR MEDINA

From: EDGAR MEDINA
Sent: Friday, October 28, 2022 6:43 PM
To: Assata Acey
Subject: RE: Settling Discussions for case 17F-2022-61016

Dear Ms. Acey,

I hope this finds you safe and healthy during these most difficult and challenging times. I, in fact, read the entire e-mail. I will contact Tuesday, November 1, 2022 to discuss this in detail.

Have a great weekend,

Edgar

Edgar Medina, Senior Federal Investigator
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From: Assata Acey <aaceyassata@gmail.com>
Sent: Friday, October 28, 2022 16:22
To: EDGAR MEDINA <EDGAR.MEDINA@EEOC.GOV>
Subject: Settling Discussions for case 17F-2022-61016

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Hi investigator Medina.

I've been informed that my case 17F-2022-61016 could be dismissed within 2 business days, before a rebuttal can be sent by me.

If this is true, then I believe we should move forward with their recent offer.

The following may not be helpful but it is true.

I do want to reiterate that I did attend private mediation with understanding that the mediator or myself and defendant would draft a tentative written agreement that I could review with or without counsel to sign (or not).

Even in the tentative sense, the offer MD made and the offer I believed I was considering were not the same.

They have expressed interest in me resigning effective Sept 19. Inasmuch as I planned to return to work after September 21st and partake in new company sponsored free OSHA-30 training, my resignation date remains a monetary and material term to me.

The nature of the contracts sent to me by MD suggest that they were aware of the tentative nature of our unrecorded mediation session. Especially in that nothing was ever signed, review of a written agreement was expected and written offer was only made to me several days after our meeting.

I have spoken with Labor Relations and feel that though my complaints did center FMLA forms, creating pretext to terminate a disabled employee or discouraging them from protesting what they think is ADA discrimination should be a part of ADA regulations.

I lament that MD can terminate me and attempt to enforce terms of an unsigned unaccepted agreement without recourse simply because a complaint had not yet been settled. Further that they should request my combined rights to bring complaints in any other forum based on an arbitrary ceiling set by this forum.

If you have read this far, thank you for your time.

Best, Assata